



City of Huntsville
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Title	Bid Number	Closing Date	Issued Date
Invitation to Bid for Chemical Building Remodel	09 - 13	August 27, 2013 1:00 p.m. Central Standard Time	August 15, 2013

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Tentative Schedule of Events

1. August 15, 2013 – Bid is released
2. August 27, 2013 – 1:00 p.m. bid closes
3. August 27, 2013 – Award preparation

Introduction

The City of Huntsville is accepting bids for remodel of a chemical building. This Invitation for Bid will use all necessary means to achieve the task in accordance with Local Government Code Chapter 252. The City of Huntsville is aware of the time and effort you expend in preparing and submitting bids and proposals to the City. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the City's business. Information on which commodities and services we purchase or have for sale is available from the Purchasing Office. You may register on the City's vendor management program at www.bidsync.com to receive notice of solicitations.

General Instructions

Bid packets must be delivered to the City of Huntsville Purchasing Office, 448 Highway 75 North, Huntsville, TX 77320.

Bid Packets must be received by:

August 27, 2013 1:00 p.m. Central Standard Time

Please note that all bids must be received at the designated location by 1:00 p.m. Central Standard Time, August 27, 2013. Bids received after 1:00 p.m. will not be considered for the award of the contract, and shall be considered void and unacceptable. It is the responsibility of the responder to ensure that the bid packet is delivered to the designated location before the deadline. All late bids will be returned to responder, unopened to the return address. Bids may be either faxed to 936-294-5731, mailed to Attention Purchasing, City of Huntsville 448 Highway 75 North, Huntsville, TX 77320, electronically mailed to bsmith@huntsvilletx.gov or posted electronically on bidsync.com when applicable. It is the sole responsibility of responder to have packet at designated location prior to the deadline date and time.

All questions concerning the bid should be directed to Billie F. Smith, Purchasing Manager, faxed to 936-294-5731, or electronically mailed to bsmith@huntsvilletx.gov.

Award

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The City of Huntsville will award bid based on low price. The City of Huntsville reserves the right to award to the most responsible and responsive bidder in the best interest of the City. There may be a primary and secondary award(s), secondary award(s) may be used should the primary vendor not be able to make delivery. If the awarded vendor is unable to meet the requirements of the City, services/products may be purchased from the next best available responder until a vendor is found that can complete the requirements of the City of Huntsville. The City of Huntsville has the sole, last and final determination to determine award, not limited to delivery time, price and/or vendor. City reserves the right to order from another vendor in which an emergency or urgent need becomes necessary.

Bids submitted do so entirely at their expense. There is no expressed or implied obligation by the City of Huntsville to reimburse any individual or firm for any costs incurred in preparing or submitting a bid, for providing additional information when requested by the City of Huntsville, or for participating in any selection interviews.

Special Terms & Conditions

It is understood that the City of Huntsville, Texas reserves the right to reject any or all qualifications for any or all products and/or services covered in this Invitation to Bid and to waive informalities or defects in bids or to accept such qualifications as it shall deem to be in the best interests of the City of Huntsville. The City of Huntsville may reject a bid for any omission of requested forms not limited to the following: insurance, collusion affidavit, responder information, conflict of interest, and signed bid document. If less than three bids are received, the City of Huntsville reserves the right to extend the opening date as it deems to be in the best interest of the City. The successful responder agrees to extend prices and terms to Walker County, Texas and any/all other governmental entities that has entered into, or will enter into, joint purchasing agreements with the City of Huntsville. Each selected responder will receive a purchase order as prices quoted per the awarded contract. Time is of the essence in this contract. Responders must be able to complete the job within a reasonable time of request for service. Should awarded responder not be able to respond, the City reserves the right to offer service to next available responder. The City of Huntsville reserves the right to make the award of this bid in whole or parts or to reject any and all bids if it is determined to be in the best interest of the City, and rebid. The bid Terms and Conditions reference any and all indemnification language that is required and not stated to the fullest extent of the law.

Preparation of bid Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed, in ink or typewritten, and must be fully completed and executed when submitted. If the unit price and the total amount named for an item are not in agreement, the unit price alone will be considered as representing the responder's intention and the total will be corrected to conform thereto. The responder must sign their bid in the space provided on the bid form. If the bid is submitted by a partnership or corporation, the name and address of the partnership or corporation must be shown, together with the name and address of the partners or corporate officers. Bids submitted by a partnership must be signed by one of the partners. Bids submitted by a corporation must be signed by one of the corporate officials having, under the corporate structure, the power to act in this capacity. Bids submitted by a sole proprietorship must be signed by the proprietor.

Written Modification Any responder may modify their bid by letter, facsimile or other written communication at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the City prior to the closing time, and provided further, the City is satisfied that the written modification bears the signature of the responder. The written communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the bid is opened. It is the responsibility of responder to ensure modification was received by the City.

Qualification of Responders No prequalification of responders is required. Before award of any contract can be approved, however, the City shall be satisfied that the responder involved: (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record. Forms are

Bid # 09 - 13 Page 3 of 16 **Responder Name:**_____ **Initials:**_____

included in the bid proposal for the purpose of supplying the City with such information or the responder maybe asked to provide additional information prior to the award in the best interest of the City.

Addenda & Interpretations No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any responder orally.

Every request for such interpretation should be in writing addressed to the Purchasing Agent at 448 State Highway 75 North, Huntsville, Texas 77320 or e-mail bsmith@huntsvilletx.gov and to be given consideration must be received at least 72 hours prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, may be posted on the City of Huntsville website, electronically mailed, faxed or made available in the Purchasing Agents office, as soon as possible prior to the date fixed for the opening of bids. All addenda so issued shall become part of the contract documents, and receipt thereof shall be acknowledged in the space provided in the bid proposal. It is the responsibility of the responder to verify all addendums and interpretations.

Laws and Regulations The responder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Required Forms Each responder will be required to complete the Conflict of Interest Form, Non-Collusion Affidavit, Responders Information, and Reference Forms attached. Where applicable the responder may complete the No Bid Statement and the Question/Response Form.

To obtain bid tabulation results, please log on to our website at http://www.huntsvilletx.gov/business/bids_and_rfps/bid_tabulations/. If you have any other questions, please contact the Purchasing Office, Billie F. Smith at (936) 291-5495 or e-mail bsmith@huntsvilletx.gov.

Safety Standards & Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:
Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

Insurance Requirements

The awarded firm shall furnish and keep in full force (at its own cost and expense) the following insurance during the term of this Contract:

- a. **Workers Compensation/Employers Liability Insurance:** The Contractor shall take out and maintain during the life of this contract, Employers' Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. The City of Huntsville requires a waiver of subrogation against the City.
- b. **Commercial General Liability** at minimum combined single limits of (\$1,000,000 per occurrence and \$2,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$1,000,000 per occurrence.

- c. Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.
- d. Professional Liability Insurance shall be \$1,000,000 per occurrence where applicable.

All insurance must be written on forms filed with and approved by the Texas Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

The awarded firm shall furnish at their own expense to the City of Huntsville, a Certificate of Liability Insurance listing the City as an “**Additional Named Insured**” via endorsement. The required insurance must contain a provision that at least thirty (30) days prior notice of cancellation, non-renewal, or material change of said insurance shall be submitted to the city, by the insurance company. The City reserves the right to full, certified copies of all required insurance policies when requested in writing. Insurance will be required prior to purchase order being issued.

Copy of insurance should be enclosed in the proposal packet.

General Specifications

Background

The City of Huntsville currently has a chemical building located at the Palm St. Water Plant. This building is constructed of metal and the chemicals (mainly chlorine and fluoride) have caused corrosion. This bid is to repair the corroded materials. Building is approximately 19 feet 6 inches by 9 feet 6 inches (19' 6" X 9' 6").

Scope of Work

General

Additional work may be on an as needed base. Prior to any addendums in the original scope a change order must be completed and written approval gained by the City Manager. **Special attention is drawn to the working environment and the chemicals involved in the work area.**

General Scope of Work

- City will coordinate with contractor on all electrical work/outage required;
- The concrete slab to remain in place as is;
- Work hours to be coordinated with the Water Superintendent;
- Water Superintendent to be the project manager, all questions, inquires, communications to be coordinated with the project manager;
- Construction to be completed within 60 calendar days of notice to proceed and/or Purchase Order issue date;
- ***Liquidated damage charge of two-hundred dollars and no cents per business day (\$200.00 per business day) to be issued for any work not completed within the 60 calendar days;***
- All work to meet or exceed the City of Huntsville codes and/or ordinances along with State codes and/or laws;
- Contractor responsible for all permits, all City of Huntsville fees to be waived;
- There will be electrical work for the ventilation, must be performed by Master Electrician. Permits will be required, all City of Huntsville fees to be waived.

Materials

All materials used shall be subject to the approval of the City of Huntsville and shall comply with the requirements of UL, ASTM, ANSI standards; as well as state ordinances, local ordinances, and laws.

Pricing

Pricing shall include the cost of delivery and all related charges including, but not limited to fuel surcharge, environmental, drop ship charges, demurrage, or any extraneous charge. Prices shall exclude State Sales Tax and Federal Excise Tax.

Option #1

- Remove all existing metal on all exterior walls and roof;
- Replace any studs, frames or roof decking which may be damaged, rotten, or deteriorated;
- Replacement interior studs, frames, decking etc. materials should be constructed of treated wood;
- There shall be a 42 inch (42") cinder block wall constructed from the existing slab up;
- There shall be metal constructed from the cinder block to ceiling;
- Cinder blocks to be 16" x 8" x 6";
- Cinder block to have ventilation at 1 cfm/1 square foot of floor space;
- Outlets must be as close to six inches (6") from the floor as possible. (prior to construction the City of Huntsville Building Inspector to approve);
- Inlets must be as close to 12 inches (12") from the ceiling as possible. (prior to construction the City of Huntsville Building Inspector to approve);
- Metal to be R-Panel to be a minimum of 26 gauge and be UL, Underwriter's Laboratory approved;
- Exposed fasteners to be metal with rubber washer color to match. Fasteners to have spacing in accordance with specifications for Huntsville, TX wind and/or weather zone, reference ASCE 7-93;
- Flashing, eave trim, transitions, valleys, to be installed throughout to meet specifications for Huntsville, TX wind and/or weather zone, reference Texas Windstorm Certification # 12 x 11;
- Paint color determined by user and all metal panels to have a minimum of 25 year manufacturer's warranty;
- Roof metal to use rubber/foam closure inserts to prevent water leaks;
- Gutters to include down pipes and spouts to be installed to meet specifications for Huntsville, TX wind and/or weather zone, reference Texas Windstorm Certification # 12 x 11;
- All interior and exterior walls to be replaced with all wood framing and solid wood core door;
- All electrical work to be the responsibility of the contractor.

Option #2

- Remove all existing metal on all exterior walls and roof;
- Replace any studs, frames or roof decking which may be damaged, rotten, or deteriorated;
- Replacement interior studs, frames, decking etc. materials should be constructed of treated wood;
- There shall be a cinder block wall constructed from floor to ceiling;
- Cinder blocks to be 16" x 8" x 6";
- Cinder block to have ventilation at 1 cfm/1 square foot of floor space;
- Outlets must be as close to six inches (6") from the floor as possible. (prior to construction the City of Huntsville Building Inspector to approve);
- Inlets must be as close to 12 inches (12") from the ceiling as possible. (prior to construction the City of Huntsville Building Inspector to approve);
- Metal roof to be R-Panel to be a minimum of 26 gauge and be UL, Underwriter's Laboratory approved;

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- Exposed fasteners to be metal with rubber washer color to match. Fasteners to have spacing in accordance with specifications for Huntsville, TX wind and/or weather zone, reference ASCE 7-93;
- Flashing, eave trim, transitions, valleys, to be installed throughout to meet specifications for Huntsville, TX wind and/or weather zone, reference Texas Windstorm Certification # 12 x 11;
- Paint color determined by user and all metal panels to have a minimum of 25 year manufacturer's warranty;
- Roof metal to use rubber/foam closure inserts to prevent water leaks;
- Gutters to include down pipes and spouts to be installed to meet specifications for Huntsville, TX wind and/or weather zone, reference Texas Windstorm Certification # 12 x 11;
- All interior and exterior walls to be replaced with all wood framing and solid wood core door;
- All electrical work to be the responsibility of the contractor.

Price Table

<i>Description</i>	<i>Price</i>
Option #1 42" Cinder Block	
Option # 1 42" Cinder Block less Electrical work.	
Option #2 Floor to Ceiling Cinder Block	
Option #2 Floor to Ceiling Cinder Block less Electrical work.	

Conflict of Interest Form

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> 		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 06/29/2007

Non-Collusion Affidavit

1. He/she is _____ of _____, the responder that has submitted the attached bid;
2. He/she is fully informed respecting the preparation of contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or a sham bid;
4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid or of any other responder, or to fix an overhead, profit or cost element of the bid price of the bid price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against the City of Huntsville or any person or interest in the proposed contract.
5. In compliance with the specifications in the bid and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City of Huntsville within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid.
6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bids or proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responder's bid or proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responder's bid or proposal and the committee member or the governing board member will be rejected from the voting process for that bid or proposal. By submission of this bid or proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.
7. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

Signature

Printed Name

Firm Name

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References

Bidder shall submit with the bid the name, address, telephone number, and point of contact of at least three (3) companies for which the bidder has done business within the preceding twelve (12) months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. (Form is attached for your convenience below)

REFERENCE 1

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

REFERENCE 2

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

REFERENCE 3

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE #: _____

No-Bid Statement

Bid Name: Remodel Chemical Building Bid Number: 09 - 13

Responders Name: _____

The City of Huntsville seeks to evaluate the level of competitiveness provided. Please complete this form only if you are not submitting a quote.

Please check the appropriate boxes indicating the factors considered for not bidding.

We are unable to respond to the request for bid or request for proposals by the specific deadline.

Our company does not carry or cannot offer this type of product and service.

Specifications are restrictive, unclear or incomplete. Please explain below

Invitation is suitable, but engaged in other work.

Do not wish to do business with the City.

The purpose of this form is to achieve a maximum participation in the bidding process. Vendor comments are not restrictive to the above described. Please make any statement that may have impacted your ability to bid.

Bid Terms and Conditions

DEFINITIONS:

City – City of Huntsville

City Council – The elected officials of the City of Huntsville who have been given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter, Ordinance and Laws.

Contract- An agreement between the City and a vendor to furnish products over a designated period of time during which repeated purchases or a single purchase are made of the commodity (s) or service specified.

Vendor – The potential or successful bidder of an Invitation for Bid or Request for Proposal.

ACCEPTANCE: The City reserves the right to accept or reject any or all bids, to waive any informalities and technicalities, to accept the offer considered most advantageous in order to obtain the best value for the City in accordance with Local Government Code Chapter 252. Causes for rejection of a bid may include but shall not be limited to the bidder's current violation of any City ordinance, the bidder's current inability to satisfactorily perform the work or service, or the bidder's previous failure to properly and timely perform its obligation under a contract with the City. Bidders may be disqualified and rejection may be recommended for any but not limited to the following:

- Failure to use the form furnished by the City;
- A bid that fails to meet the essential requirements;
- A bid that does not conform to the specifications;
- A bid that fails to conform to the delivery schedule or permissible alternatives;
- Failure to submit a bid bond, insurance or other requested documents in conformance with the requirements;
- A bid seeking to qualify the terms and conditions, or otherwise seeking to limit contractor liability, or to limit the City's rights;
- A vendor that qualifies its price in such a manner that the firm's bid price cannot be determined;
- Price quoted shall be the price in effect at the time of delivery which remains

unknown at the present time.

- A bid is contingent on also receiving awards on other bids currently under consideration.

All bidders are hereby notified that the City shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including but not limited to the purchase price, the proximity of the bidder as it relates to his ability to perform the contract for the City, the delivery date, the reputation of the bidder and the bidder's goods or services, the quality of the bidder's goods or services, the bidders past performance under contracts with the City, and the bidder's compliance with City ordinances.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefit all the citizens of Huntsville. Therefore, in order to accomplish the objective/goal it is not the intention of the City to either exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's names, trade names, brand names, catalog numbers, technical data etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

In literal compliance in reference to standards and specifications shall mean the meeting or exceeding of all or nearly all of the said standards and specifications. If the City determines that standards and specifications are in literal compliance and not all standards and specifications have been met or exceeded, the City must

base such a determination on its finding that any standards and specifications which have not been met or exceeded do not render the bidder product any less usable for the purpose for which it is intended.

ADDENDA: Any interpretations, corrections or changes to an Invitation for Bid and/or Request for Proposal will be made by addenda. Sole issuing authority of addenda shall be vested by the City of Huntsville's Purchasing Department. Addenda will be posted on the City of Huntsville's web site and distributed to all who are known to have received a copy of this Invitation for Bid and/or Proposal will receive written notification. The City assumes no responsibility for the bidder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City of Huntsville's decision to accept or reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

ADVERTISING: Any advertising or promotions used which the Cities award is showcased, placed in written technology or verbal communication must be expressly authorized in writing by the City.

ALTERING BIDS: Bids cannot be altered or amended after the submission deadline without acceptable reason and without the approval of the purchasing manager. Any interlineations, alteration, or erasure made before opening time should be initiated by the signer of the bid, guaranteeing authenticity.

AMENDMENTS: Chapter 176 of the Texas Local Government Code requires a person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a Conflict of Interest Questionnaire to the appropriate records administrator of the City not later than the seventh business day after the date the person begins contract discussions or negotiations with the local governmental entity, or submits to the local governmental entity an application, response to a request for

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proposal or bid, correspondence, or another writing related to a potential agreement with the local governmental entity. For purposes of this bid, you may submit the completed form with your response. Each vendor is responsible for verifying they are using the most current form available from www.ethics.state.tx.us. This legislation is subject to change and each vendor should consult their own attorney regarding the current law.

ASSIGNMENT: The vendor is prohibited from transferring their rights and duties nor shall the vendor sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Huntsville. All subcontractors must be approved in writing by the City prior to any work being initiated.

BID AWARD: The City of Huntsville reserves the right to award bids on the lump sum or unit price basis. If the bidder desires the City to consider and all-or-none bid, it must be stated on the bid sheet (s). The City reserves the right to audit or inspect vendor's business records not limited to financial statements, liability insurance, bonding, and worker's compensation insurance and to request business references. All awards will be based on the best interest of the City, but not necessarily limited to, the following factors:

- a. Conformity to specifications;
- b. Purchase price, including payment discount terms;
- c. The reputation of the bidder and of the bidder's good sor services;
- d. The quality of the bidder's goods or services;
- e. The extent to which the goods or services meet the City's needs
- f. The bidder's past relationship with the City;
- g. Delivery terms;
- h. Availability of repair and maintenance parts;
- i. Financial condition;
- j. The total long-term cost to the City to acquire the bidder's good or services; and
- k. Any relevant criteria specifically listed in this request for bid.

BRAND NAMES: Specifications may reference name brands, make, and/or model numbers. Any reference made to brand, make, and/or model used in specifications is for descriptive purposes only. Products/materials of like quality will be considered. The City shall act as sole judge in determining equality and acceptability of products offered.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and may required approval of the City Council

COLLUSION: Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the award whether in response to advertising or an informal request for bids or proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular bidders bid or proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular bidders bid or proposal and the committee member or the governing board member will be rejected from the voting process for that bid or proposal. By submission of this bid or proposal bidder attests that no improper communication has occurred resulting in an advantage over any other bidder, potential bidder, or advance discloser.

COMPLIANCE: This bid and vendor and/or contractor must comply with all federal, state, county and local laws concerning these types of service. The vendor is prohibited from discriminating due to racial, sexual, religious, disability, or any other grounds. Any known discrimination is grounds for immediate cancellation of contract at the sole expense of the vendor.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

CONSIDERATION OF LOCATION

OF BIDDER'S PRINCIPAL PLACE OF BUSINESS. If the City receives one or more bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received from a bidder whose principal place of business is not in the municipality, the City may enter into a contract with: 1) the lowest bidder, or 2) the bidder whose principal place of business is in the municipality, and whose bid is within five percent of the lowest bidder whose principal place of business is not in the municipality, with written justification by the governing body as to economic benefit.

CONTRACT: This bid, when properly accepted by the City of Huntsville, shall constitute a contract equally binding between the successful bidder and the City of Huntsville. No different or additional terms or addendums, supplements, or amendments will become a part of this contract unless agreed to and signed by both the successful bidder and the City without the prior written approval of the City of Huntsville. Should any change in terms be requested by the vendor after the contract has been awarded, the City reserves the right to cancel the contract and award the bid to the next responsible responsive bidder. If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City. The City reserves the right to reject the bid of any bidder who is in violation of any City Ordinance. The City may, at its option, choose to negotiate a settlement of the ordinance violation as a condition of the bid award.

CONTRACT TERMINATION: The City may terminate this contract at any time upon thirty (30) calendar days written notice. Upon the Service Provider's receipt of such notice, the Service Provider shall cease work immediately. The Service Provider shall be compensated for the services satisfactorily performed prior to the termination date.

If, through any cause, the Service Provider fails to fulfill its obligations under this contract, or if the Service Provider violates any part of the agreement of the contract, the City has the right to terminate this contract

by giving the Service Provider five (5) calendar days written notice. The Service Provider will be compensated for the services satisfactorily performed before the termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the vendor's name from the bidder's list for receiving future bids.

No terms or provision of the contract shall be construed to relieve the Service Provider of liability to the City for damages sustained by the City because of any breach of contract by the Service Provider. The City may withhold payments to the Service Provider until the exact amount of damages due to the City from the Service Provider is determined and paid.

City reserves the right to order from another vendor in which an emergency or urgent need becomes necessary.

DELIVERY: All delivery and freight charges (FOB City of Huntsville designated location) are to be included in the bid price. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

DISCLOSURE REQUIREMENT: Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with the City officers or officials. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law is available by contacting the City of Huntsville City Secretary, 1212 Ave. M Huntsville, TX 77340. By doing business or seeking to do business with the City you acknowledge that you have been notified of your sole responsibility to comply with Chapter 176 of the Texas Local Government Code.

FIRM PRICE: Bidders must hold bid prices firm for 120 days after the bid opening date to allow the City sufficient time to award a contract. Once a contract is awarded, the successful bidder must hold bid prices firm for the duration of the contract.

FORCE MAJEURE: Vendor will not be held liable for noncompliance for any reasonable delay due to Force Majeure. Force Majeure is any delay caused by acts of God and or labor strikes.

FORM: Bids must be submitted on the City's form only. Bidders are required to submit bids itemized and prices extended when required. Bidders must return the entire original bid document with Invitation for Bid or Request for Proposal. Vendors should not change or alter packet in any way.

FUNDING: Award and funding of the bid, proposal, and contract is pending City of Huntsville City Council approval. State of Texas statutes, Local Government Code 271.903 prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Huntsville fiscal year shall be subject to budget approval. The City reserves the right to rescind the contract at the end of each fiscal year if determined that there are insufficient funds to extend the contract and no cost.

INDEMNIFICATION AGREEMENT: The contractor agrees to indemnify, hold harmless and defend the City of Huntsville, its officers, agents and employees, both past and present, from and against any and all liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

INTERLOCAL COOPERATIVE: Other government entities within the

State of Texas may be extended the opportunity to purchase off of the City of Huntsville's solicitation, with the consent and agreement of the successful vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and the City is not obligated or liable for any action or debts that may arise out of such independently, negotiated "piggyback" procurements.

LATE BIDS: Bids received after submission deadline will be considered void and unacceptable. The City of Huntsville is not responsible for lateness or non-delivery of mail, carrier, delivery etc., and the date/time stamp in the City Secretary's Office shall be the official time of receipt. Late bids will remain unopened and returned to the address on the outside of the envelope.

LAWS: This agreement will be governed and construed by the State of Texas Local Government Code, City Charter, City Ordinance, and City Purchasing Policy. Information in the record is deemed public record in accordance with the Texas Public Information Act. This agreement is performable in the City of Huntsville, Huntsville, Texas. Each party consents to the exclusive jurisdiction of the state courts having jurisdiction in the County of Walker, Texas. This Contract will be governed by and interpreted in accordance with the laws of the State of Texas, without regard to conflict of laws principles

NOTIFICATION: The City uses multiple channels for the notification and dissemination of all invitations to bid and/or request for proposals. The City accepts no responsibility for the lack of notification or receipt of bid to any and all potential bidders.

PAYMENT will be made upon receipt and acceptance by the City of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. All invoices must be mailed to City of Huntsville Attn: Accounts Payable 1212 Ave. M Huntsville, TX 77340. The City requests credits for any errors. Invoices will not be short

paid.

PRICE redetermination may be considered by City of Huntsville only at the anniversary date of the contract and shall be substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission Rates, Wage/Labor Rates, etc.) with a sixty day prior written notice. The bidder's past history of honoring contracts at the bid price will be an important consideration in the City's evaluation of the lowest and best bid. The City of Huntsville reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the City. The City reserves the right to reject price redetermination and award the bid to next responsible responsive bidder.

QUANTITIES: Quantities indicated in the bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices. Bids must be submitted on units of quantity specified. In the event of errors in extended prices, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

RECORD RETENTION: The awarded vendor must maintain copies of all documents relating to the contract for the length of the warranty period plus one year. Should the document be destroyed or for any reason the awarded vendor is unable to locate the contract, the warranty will be considered in force under the original terms of the contract.

REIMBURSEMENTS: There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing bids in response to the request. The City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Huntsville. All samples will be return when applicable.

TAXES: The City of Huntsville is exempt from Federal Excise, State Sales and Transportation Taxes. Tax must not be included in bid/proposal. The City upon request will execute a Tax Exemption Certificate. The City is statutorily exempt from State and Local Sales tax and a permit number is not required.

WITHDRAWAL OF BID: No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the purchasing manager.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsive to perform in strict accordance with the specifications of the invitation. The City of Huntsville reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

MINIMUM STANDARDS FOR RESPONSIVE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

The City of Huntsville may request representation and other information sufficient to determine bidder's ability to meet the minimum standards listed above.

BIDDER SHALL PROVIDE with this bid/proposal response, all documentation required. Failure to provide this information may result in rejection of bid.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (1) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) the City of Huntsville Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

ITEMS supplied under this contract shall be subject to the City's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the City. If an item is not picked up within reasonable time after notification, the item will become a donation to the City for disposition.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful bidder and the City of Huntsville agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement

Responders Information

**Remodel Chemical Building
City of Huntsville, TX**

Having read and understood the instructions, terms, conditions and specifications, we submit the following:

_____	_____
Witness	Company Name
_____	_____
Date	Authorized Representative Signature

	Printed Name

	Title
_____	_____
Correspondence Address	Remit Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Addendum #1 acknowledged_____	Telephone Number
Addendum #2 acknowledged_____	_____
Addendum #3 acknowledged_____	Fax Number
Addendum #4 acknowledged_____	_____
Please mark N/A if no addendums issued	Email

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED OR NON-RESPONSIVE

Bid # 09 - 13 Page 16 of 16 Responder Name:_____ Initials:_____